

## LANDSCAPE MAINTENANCE AGREEMENT

ECS FILE: JPA-83-02

ARIZONA PROJECT I-10-2(69)

(Bullard Avenue to Dysart Road)

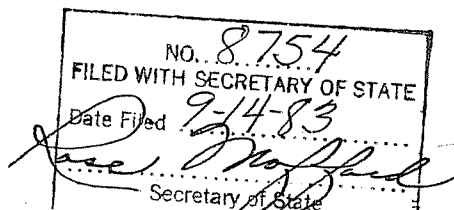
THIS AGREEMENT, made this 27<sup>th</sup> day of June, 1983, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the Town of Goodyear, a municipal corporation, thereunto duly authorized, hereinafter designated as Town.

Witnesseth:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the Town to landscape certain areas within the right-of-way on Interstate 10 from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00, a net distance of approximately 1.55 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the Town, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Federal Highway Administration for approval.
2. Upon approval, the project will be constructed by the Department of Transportation using federal funds apportioned to the State of Arizona.
3. The Town shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00 at the Town established water service schedule rates, all at Department of Transportation expense.
4. The Town shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the landscape between the right-of-way lines from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00, all at Town expense.



5. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00.

6. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00.

7. The Town hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the Town, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the Town assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the Town authorizing both entities to enter into this agreement, and a written determination by the Town Attorney of Goodyear that this agreement is in proper form and within the powers and authority granted to the Town under the laws of this State.

10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive


periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

11. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF  
TRANSPORTATION

TOWN OF GOODYEAR, a municipal  
corporation

BY   
Chief Deputy State Engineer

BY   
Town Manager

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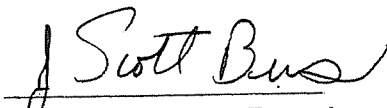
ARIZONA DEPARTMENT OF  
TRANSPORTATION

TOWN OF GOODYEAR, a municipal  
corporation

BY   
Chief Deputy State Engineer

BY   
Town Manager

APPROVED AS TO FORM

  
J. SCOTT BURNS, TOWN ATTORNEY



OFFICE OF THE  
**Attorney General**  
TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 83-3221 which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.


DATED this 6th day of September, 1983

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division

RESOLUTION

Be it resolved on this date, September 13, 1983, I WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division and the TOWN OF GOODYEAR, enter into an intergovernmental agreement for the purpose of landscaping certain areas within the right of way on Interstate 10 from Eastbound Roadway Station 6759+00, easterly to Eastbound Roadway Station 6841+00, a net distance of approximately 1.55 miles and request the TOWN OF GOODYEAR to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

  
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W. A. ORDWAY  
Arizona Department of Transportation